

03-20926  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION

Case No:

CIV - JORDAN

ARROW AIR, INC.,  
a Florida corporation,

Plaintiff,

v.

AGENCIAS UNIVERSALES, S.A.,  
a foreign corporation,

Defendant.

MAGISTRATE JUDGE  
BROWN

**COMPLAINT FOR TORTIOUS INTERFERENCE**  
**WITH A CONTRACT**

Plaintiff, ARROW AIR, INC. ("Arrow Air"), sues Defendant, AGENCIAS UNIVERSALES, S.A., ("Agunsa"), and alleges:

1. This is an action for tortious interference with contract pursuant to Florida Common Law.
2. Plaintiff, Arrow Air, is a corporation organized under the laws of the State of Florida with its principal place of business in Miami-Dade County, Florida.
3. Agunsa is a foreign corporation incorporated under the laws of Chile doing business in Miami, Florida.

**JURISDICTION**

4. Jurisdiction is proper in this Court because there is complete diversity of citizenship among the parties and this claim is the excess of \$75,000.00 exclusive of interest, attorneys' fees and costs.

1/02

## **VENUE**

5. Venue is proper under Section 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claim occurred in this district and Agunsa is subject to personal jurisdiction of this Court.

## **FACTUAL AND LEGAL ALLEGATIONS**

6. Effective March 1, 2003, Arrow Air and Atlas Air, Inc. ("Atlas") entered into a Transition Agreement ("Contract") whereby Arrow Air agreed to use best efforts to aid the collection of at least 70% of accounts receivable owing to Air Global International, Inc. ("AGI Receivables"), said funds being ultimately due to Atlas. Simultaneously, Arrow Air entered into a "wet lease" for two aircraft from Atlas Air. Under the Contract, Arrow Air is in default unless 70% of the AGI Receivables are collected within 120 days from the effective date of the Contract. In the event of a default by Arrow Air, Atlas can terminate the Contract.

7. Atlas's rights under the Contract, including but not limited to Atlas' option to terminate Arrow Air's beneficial interests under the Contract, were conveyed to Agunsa.

8. In connection with its activities and business relationship with Air Global International, Inc ("AGI"), Agunsa became indebted to AGI for approximately \$1,900,000.00.

9. In order for Arrow Air to comply with its contractual requirements under the agreement to collect upon 70% of AGI Receivables, it is necessary for Arrow Air to collect the receivable amount for which Agunsa is indebted to AGI. Upon collection of the \$1,900,000.00, Arrow Air would exceed the 70% collection requirement, and thus preclude Atlas from exercising its termination option under the Contract. This information was conveyed to Agunsa and it was fully knowledgeable of the need for Arrow Air to collect upon its receivable in order

to avoid termination under the Contract by Atlas. Agunsa thus had knowledge of the business relationship between Arrow Air and Atlas.

10. Prior to the execution of the Contract between Arrow Air and Atlas, Agunsa served as an agent for AGI, and regularly paid to AGI the money it collected from customers during the course of its business activities as the sales agent for AGI. The outstanding receivable of approximately \$1.9 million is the amount of funds, which Agunsa collected from customers but has failed to pay.

11. Agunsa began withholding payments after it learned of the termination provision in the Contract.

12. Agunsa's failure to pay, after learning of the Contract, is intentional and without justification, and constitutes a malicious and purposeful act designed to interfere with Arrow Air's beneficial interest under the Contract, so that Atlas will declare a default and terminate Arrow Air's crucial need for "wet leases" of two 747 aircraft, thereby jeopardizing Arrow Air economic viability.

13. Arrow Air has sustained damages as a result of Agunsa's intentional interference with the Contract.

WHEREFORE, the Plaintiff requests this Honorable Court for entry of a judgment against the Defendant for damages in excess of \$75,000.00. Plaintiff further seeks pre-judgment interest and costs.

**TRIAL BY JURY**

The Plaintiff demands a trial by jury of all issues so triable as a matter of right.

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Richard L. Richards  
Arrow Air, Inc.  
P.O. Box 026062 (U.S. Mail)  
4600 NW 36th Street (Courier)  
Miami, Florida 33102  
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By.:



Richard L. Richards  
Florida Bar Number: 9415

# CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

**ARROW AIR, INC.,**  
a Florida corporation

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF

**Miami-Dade**

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

**Richard L. Richards - Tel.: (305) 871-5555**  
**P. O. Box 026062, Miami, Florida 33102**

## DEFENDANTS

**AGENCIAS UNIVERSALES, S.A.,**  
a foreign corporation,

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

ATTORNEYS (IF KNOWN)

(d) CIRCLE COUNTY WHERE ACTION AROSE

**DADE**

MONROE

BROWARD

PALM BEACH

MARTIN

ST. LUCIE

INDIAN RIVER

OKEECHOBEE

HIGHLANDS

## II. BASIS OF JURISDICTION

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- PT/ DEF  
Citizen of This State ☒ 1 ☐ 1 Incorporated or Principal Place of Business in This State ☒ 4 ☐ 4  
Citizen of Another State ☐ 2 ☐ 2 Incorporated and Principal Place of Business in Another State ☐ 5 ☒ 5  
Citizen or Subject of a Foreign Country ☐ 3 ☒ 3 Foreign Nation ☐ 6 ☐ 6

## IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

## V. NATURE OF SUIT

(PLACE AN "X" IN ONE BOX ONLY)

A CONTRACT	A TORTS	FORFEITURE/PENALTY	A BANKRUPTCY	A OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input checked="" type="checkbox"/> 152 Recovery of Defaulted Student Loans, Excl. Veterans. <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input checked="" type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury Med Malpractice <input type="checkbox"/> 365 Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> B 610 Agriculture <input type="checkbox"/> B 620 Other Food & Drug <input type="checkbox"/> B 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> B 630 Liquor Laws <input type="checkbox"/> B 640 R.R. & Truck <input type="checkbox"/> B 650 Airline Regs. <input type="checkbox"/> B 660 Occupational Safety/Health <input type="checkbox"/> B 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>A PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>B SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1955ff.) <input type="checkbox"/> 862 Black Lung (1923) <input type="checkbox"/> 863 DIWC DIWW (405)ggs <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405)ggs	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 800 Other Statutory Actions A OR B
<b>A REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>A CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing, Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights <b>PRISONER PETITIONS</b> <input type="checkbox"/> B 510 Motions to Vacate Sentence <b>HABEAS CORPUS:</b> <input type="checkbox"/> B 530 General <input type="checkbox"/> A 535 Death Penalty <input type="checkbox"/> B 540 Mandamus & Other <input type="checkbox"/> B 550 Civil Rights <input type="checkbox"/> B 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor Mgmt. Relations <input type="checkbox"/> 730 Labor Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> A 791 Empl. Ret. Inc. Security Act	<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> A 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> A 871 IRS Third Party 26 USC 7609	

## VI. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

**Tortious Interference with Contract / Diversity Jurisdiction**

LENGTH OF TRIAL

via days estimated (for both sides to try entire case)

## VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 ☐

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ YES ☐ NO

## VIII. RELATED CASE(S) IF ANY

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT \$150.00 APPLYING IFP 880405 JUDGE 04/17/03 MAG. JUDGE